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File No. 10-91583

E-filed on June 7, 2010

Attnorneys for Secured Creditor,  
BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS  
SERVICING, LP

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

In re:

Case No.: BK-S-10-16549-MKN  
Chapter 7

VICKI MURATORE,

**Debtor(s)**

BAC HOME LOANS SERVICING, LP FKA  
COUNTRYWIDE HOME LOANS  
SERVICING, LP,

### **Secured Creditor.**

VS

VICKI MURATORE, Debtor(s), LENARD E.  
SCHWARTZER, Trustee.

### **Respondent(s)**

**SUPPLEMENTAL DECLARATION  
OF GLENDA BRANDL**

Date: July 14, 2010  
Time: 01:30 P.M.  
Estimated Time: 5 min

I, GLENDA BRANDEL, declare and state as follows:

As to the following facts, I know them to be true of my own personal knowledge, and if called upon to testify in this action, I could and would testify competently thereto.

I am an employee of BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, hereinafter "Secured Creditor", and am the person most familiar with the subject first Trust Deed loan in favor of and/or serviced by Secured Creditor herein and the ongoing Bankruptcy litigation herein. BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP is the successor in interest to GUARANTY RESIDENTIAL LENDING, INC., the original beneficiary under the subject Trust Deed herein.

The subject real property secured said first Trust Deed loan is generally described as 1385 Morning Sun Way, Las Vegas, NV 89110, ("Property" herein) and legally described as follows:

PARCEL ONE (1) AS SHOWN BY MAP THEREOF ON FILE IN FILE 24 OF PARCEL MAPS, PAGE 33, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

This Secured Creditor is the beneficiary and/or servicer of a Promissory Note dated January 3, 2003, in the principal amount of \$282,000.00, which is secured by the above-referenced Deed of Trust.

On or about April 14, 2010, Debtor commenced the current Chapter 7 Bankruptcy proceeding in this Court.

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1 Payments have not been applied to the Debtor's loan for all post-petition  
 2 payments due and owing. With respect to Secured Creditor's Trust Deed, the following  
 3 is due and owing:

<u>Unpaid Principal Balance</u>	=	\$179,827.68
<u>Total Arrearages</u>	=	
7 monthly payments at \$2,615.88 each (December 1, 2009 through June 1, 2010)	=	\$18,311.16
Foreclosure Fees and Costs	=	\$896.01
Bankruptcy Attorney's Fees and Costs	=	\$550.00
Filing Fee	=	\$150.00
TOTAL DELINQUENCIES	=	\$19,907.17
TOTAL Unpaid Principal plus Delinquencies	=	\$199,734.85

12 Furthermore, a monthly payment becomes due on July 1, 2010, and same becomes due  
 13 on the first (1<sup>st</sup>) day of every month thereafter.

14 The unpaid principal balance plus delinquencies set forth hereinabove does not  
 15 include accrued interest. The actual payoff amount will be higher than the amount set  
 16 forth hereinabove and will be disclosed by supplemental declaration.

17 In the event Secured Creditor obtains title to the Property at its foreclosure sale,  
 18 Secured Creditor will incur substantial fees and costs in reselling the Property. Based on  
 19 past experience of the Secured Creditor, the additional cost is a minimum of eight to ten  
 20 percent. This cost is primarily commission fees on resale, and title and closing costs.  
 21 Further, it is typical to incur further expense for putting the Property in marketable  
 22 condition.

1 Secured Creditor has elected to initiate foreclosure proceedings on the subject  
2 property with respect to the subject Trust Deed, and a Notice of Default and Election to  
3 Sell was recorded on March 5, 2010.

4 I declare under penalty of perjury under the laws of the United States and the  
5 State of California that the foregoing is true and correct.

6 Executed this 27<sup>th</sup> day of MAY, 2010, at Simi Valley,  
7 California.

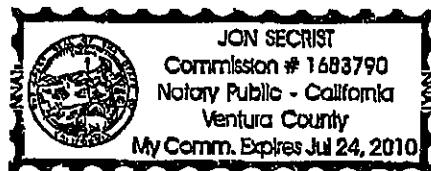


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9 GLENDA BRANDEL

10 State of California  
11 County of Ventura

12 Subscribed and sworn to (or affirmed) before me on  
this 27<sup>th</sup> day of MAY, 2010,  
13 by GLEND A BRANDEL  
provided to me the basis of satisfactory evidence to be the person(s) who  
14 appeared before me.

15 Signature Jon Reinst



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